



**CUMBERLAND STATE FOREST  
CU 11-042,048,049,050,061**

**NOTICE OF STATE FOREST TIMBER SALE**

Sealed bids will be received for the purchase of all timber (sawtimber and pulpwood) estimated for harvest on the designated portion of the Cumberland State Forest, located in Cumberland County, Virginia. See attached maps. Bids will be received by the Virginia Department of Forestry, Attention: Administrative Program Specialist, 751 Oak Hill Road, Cumberland, VA 23040, until 10:00 a.m., Wednesday, March 27, 2013, at which time all bids will be opened.

The timber sale area contains approximately 41.6 acres of forestland consisting of pine and hardwood timber. All sawtimber and standing pulpwood is estimated and scheduled for harvest cutting under this contract. The timber sale boundary is marked with blue paint stripes. Ingress and egress shall be only through access roads shown on the map or mutually agreed upon. All logging activity will be confined to the sale area and any logging debris accumulated outside the sale area, including the reserve strips, must be pulled back inside the sale area. Stump height shall not exceed 10 inches above mineral soil.

All sawtimber and pulpwood sized trees within the sale area have been cruised. All merchantable timber is to be harvested by clearcutting within the 41.6 acres. The Department reserves all rights to cone and/or seed collection from the tops of marked or cut trees.

*The following volumes are only estimates and not guaranteed. Each bidder is urged to use their own cruise data to compute bids.*

<b>SPECIES</b>	<b>NUMBER OF TREES</b>	<b>TOTAL VOLUME Bd.Ft. INTERNATIONAL 1/4" RULE</b>	<b>AVERAGE Bd.Ft. PER TREE</b>
LOBLOLLY AND SHORTLEAF PINE	1,733	162,617	94
VIRGINIA PINE	177	9,556	54
OAK	67	5,430	81
POPLAR	157	16,964	108
MISCELLANEOUS	23	3,816	166
<b>TOTAL</b>	<b>2,157</b>	<b>198,383</b>	

SPECIES	# TREES TOTAL	VOLUME TOTAL	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME
			10	10	12	12	14	14	16	16
LOBLOLLY & SHORTLEAF PINE	1,733	162,617	531	22,733	729	61,716	357	49,306	98	22,231
VIRGINIA PINE	177	9,556	98	3,727	59	3,766	20	2,063	-	-
OAK	67	5,430	-	-	32	1,733	16	1,087	12	1,190
POPLAR	157	16,964	16	575	76	4,855	23	2,824	23	3,723
MISCELLANEOUS	23	3,816	-	-	-	-	8	863	12	1,538

SPECIES	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME
	18	18	20	20	22	22	24	24	26+	26+
LOBLOLLY & SHORTLEAF PINE	8	2,436	7	2,709	3	1,486	-	-	-	-
VIRGINIA PINE	-	-	-	-	-	-	-	-	-	-
OAK	4	552	3	868	-	-	-	-	-	-
POPLAR	5	673	10	2,296	2	782	-	-	2	1,236
MISCELLANEOUS	-	-	-	-	3	1,415	-	-	-	-

<b>PULPWOOD (20 FACTOR PRISM CRUISE)</b>		
<b>SPECIES</b>	<b>NUMBER OF TREES</b>	<b>VOLUME (TONS)</b>
PINE	6,502	1,848
HARDWOOD	4,690	803
<b>TOTAL</b>	<b>11,192</b>	<b>2,651</b>

All bids will be on a lump sum basis for the timber offered. No bids on a log scale or mill tally basis will be considered. A one thousand dollar (\$1,000) deposit must accompany all bids. In order for your bid to be accepted, the deposit must be in the form of a certified or cashier's check made payable to the State Forester. The deposit will serve as a performance bond and be retained until satisfactory conclusion of the contract by the successful bidder, at which time it will be released. The Department reserves the right to reject any and all bids.

Full particulars, including proposal form and sample contract, may be secured from the Virginia Department of Forestry, Gary Heiser, State Forest Manager, or Tom Zaebst, Assistant State Forest Manager, 751 Oak Hill Road, Cumberland, VA 23040 (804-492-4121), or from Shannon Lewis, Forest Management Specialist, by contacting him at the Cumberland State Forest, phone 804-492-4121, to inspect the area and timber offered for sale.

### INSTRUCTIONS

1. Be sure to enter your complete and correct address.
2. All bids will be on the basis of a lump sum for the timber offered. Be sure to enter the lump sum price for all the timber offered (estimated to be 198,383 board feet of sawtimber and 2,651 tons pulpwood). Bids to purchase portions of the timber offered, or bids on a log scale or mill run price will not be considered. The right to reject any and all bids is reserved.
3. A one thousand dollar (\$1,000) deposit must accompany all bids. The deposit must be in the form of a certified or cashier's check made payable to the State Forester. The deposit will serve as a performance bond and be retained until satisfactory conclusion of the contract by the successful bidder, at which time it will be released.
4. Seal your proposal in the envelope marked as follows: "SEALED BID for Timber Sale on the Cumberland State Forest. OPEN: March 27, 2013, at 10:00 a.m." Please write your name on the sealed envelope, "Bid Proposed by: (Name)."
5. Enclose this sealed envelope in your envelope addressed to the Virginia Department of Forestry, Attention: Administrative Program Specialist, 751 Oak Hill Road, Cumberland, VA 23040.
6. Be sure your bid is signed, sealed and mailed in time to reach Cumberland well before 10:00 a.m., March 27, 2013.
7. Results of the timber sale can be found on the Virginia Department of Forestry website on the date of the sealed bid opening at <http://www.dof.virginia.gov/genserv/index.htm#TimberSales> or by calling (804) 492-4121.



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**TIMBER SALE:**

Located in Cumberland County, Virginia. See attached maps and consult a Virginia Highway map. State Forest personnel will take prospective buyers to the harvest areas if requested.

Date \_\_\_\_\_, 20 \_\_\_\_\_

I \_\_\_\_\_, of \_\_\_\_\_  
(NAME) (RURAL/PO BOX, CITY)

Virginia, \_\_\_\_\_ [Phone Number: (\_\_\_\_\_) \_\_\_\_\_]  
(ZIP CODE)

cutting on the designated portion of Cumberland State Forest, estimated to be approximately 198,383 board feet of pine and hardwood sawtimber (International 1/4" Rule) and 2,651 tons of pine and hardwood pulpwood for the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

The required certified or cashier's check for \$1,000 made payable to the State Forester is enclosed as a deposit. The deposit will serve as a performance bond and be retained until satisfactory conclusion of the contract by the successful bidder, at which time it will be released. If the successful bidder fails to execute the contract in the prescribed time period or perform services to the standards outlined in the contract, in addition to all other legal remedies available, the deposit will be forfeited to the Department. If this bid is accepted, **I agree to pay the full balance due for the offered timber within ten (10) days of the bid acceptance date.** I have read the sample contract to be signed if my bid is accepted.

A purchaser is in default if his bid is accepted and he fails to abide by his agreement to purchase the timber as offered. Debarment, suspension or rejection of future bids by the Department may result from such default.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)

**Send to:  
Virginia Department of Forestry  
Attention: Administrative Program Specialist  
751 Oak Hill Road  
Cumberland, Virginia 23040**



**SAMPLE TIMBER SALE CONTRACT**  
**CU 11-042,048,049,050,061**

THIS AGREEMENT, made and entered into this 27th day of March 2013, by and between the Commonwealth of Virginia, Department of Forestry hereinafter called the Department, and \_\_\_\_\_, of \_\_\_\_\_, Virginia, hereinafter called the Purchaser.

WITNESSETH THAT:

**ARTICLE I**

- (1) The Department agrees to sell and the Purchaser agrees to buy all the sawtimber and standing pulpwood on an estimated 41.6 acre tract designated for harvest. All sawtimber and pulpwood have been estimated (prism cruise) and is offered for sale. ALL MERCHANTABLE TIMBER IS SCHEDULED FOR CUTTING UNDER THIS CONTRACT. The sale area is located behind a gated forest trail that runs northeast off Rt. 624. The gated trail is located off Rt. 624 approximately 0.4 miles north of the intersection of Rt. 624 and Rt. 623. See attached maps and consult a Virginia Highway map. The volume is estimated to be approximately 198,383 board feet of sawtimber (International 1/4" Rule) and 2,651 tons of standing pulpwood. The volumes are only estimates and not guaranteed. Each bidder is urged to use their own cruise data to compute bids. The timber sold consists of pine and hardwood timber.
- (2) The Department guarantees the title to said timber and to defend it against any and all claims for taxes, mortgages or other legitimate encumbrances at its own expense. However, title to all forest products shall remain with the Department until payment has been made in full.
- (3) The Department hereby expressly grants to the Purchaser the right of ingress and egress across and upon the sale area.

**ARTICLE II**

- (1) The Purchaser agrees to pay the Department the sum of (\$ FULL AMOUNT) dollars (\$ \_\_\_\_\_) for all the timber sold hereunder. The full payment is due and payable within ten (10) days from the date hereof. No timber shall be cut, nor shall this contract be deemed to be in effect, until payment has been made in full.
- (2) The Purchaser agrees to notify the State Forest Headquarters office at 804-492-4121 three days prior to the commencement of harvest activities.
- (3) Unless a written extension of time is granted by the Department, or barring forfeiture of cutting rights for noncompliance of contract provisions, all stumpage sold hereunder shall be removed on or before October 31, 2014.

**ARTICLE III**

- (1) Timber harvested hereunder shall be felled, skidded and concentrated in such manner as to cause the least possible waste and a minimum of damage to designated crop trees, streams, creeks, springs and soils.
  - (a) Stumps shall be cut in such manner as to cause the least possible waste and not higher than 10 inches above ground level, except on misshapen or defective trees where cutting below 10 inches is not practical.
  - (b) All trees sold hereunder shall be utilized as low in diameter in the tops as may be practical.
  - (c) All merchantable trees will be cut (unless otherwise designated).
  - (d) All trees shall be felled within the cutting boundaries. Logging debris accumulated outside the sale area shall be pulled back within the sale area unless otherwise specified by the Forest Management Specialist.
  - (e) Extreme caution will be requested in felling and skidding any marked trees from the reserve areas to be thinned (if applicable – see attached map). This is to minimize damage to the residual growing stock which will be retained.

- (f) No trees, laps or logging debris will be left in streams, creeks or springs.
  - (g) The Purchaser and the Department shall mutually lay out the designated system of skidding trails over which the timber sold hereunder shall be removed and all skidding activities will be confined to these trails.
  - (h) The Department and the Purchaser shall mutually agree to suspend logging activities during such time as these activities would result in detrimental consequences to forest soils during prolonged periods of inclement weather.
- (2) Timber harvested by the Purchaser from standing trees shall be removed in such a manner as to cause the least possible damage to the existing main haul roads and no public hazard at entrance ways to primary and secondary Virginia highways. See item "d" below for applicability of Blanket Use Permits issued by the Virginia Department of Transportation to the Virginia Department of Forestry for accessing primary and secondary highways within the State Forest.
- (a) Access to the sale area is adequate and main hauls will be confined to this system for all men, materials and logging equipment including transport trucks necessary for the removal of said timber; the right to designate or approve the location of any new road across State Forest land is specifically reserved.
  - (b) All such new roads with the exception of skidding roads constructed by the Purchaser and all existing roads within the timber sale area shall be left in passable condition (usable by pickup truck) during and upon completion of this contract.
  - (c) During and upon completion of the harvest operation, the Purchaser shall comply with the Water Quality and BMP standards listed in the "Virginia's Forestry Best Management Practices for Water Quality, Fifth Edition" issued by the Virginia Department of Forestry. The Department reserves specifically the right to request corrective action of the Purchaser in maintenance and stabilization of forest roads, trails, culvert pipes, water bars, side ditches, lead-off ditches, decks, skid trails and streams where destructive action of the Purchaser has contributed to a BMP or Water Quality problem.
  - (d) The Purchaser shall guard against the unnecessary transfer of mud and debris by vehicle onto the public highway system of the Commonwealth of Virginia, whereby the same poses a threat to public safety. Furthermore, the Purchaser assumes the responsibility for the preventive and/or corrective action necessary to eliminate this source of hazard should a problem develop. *A Blanket Use Permit issued by the Virginia Department of Transportation is on file and is applicable for highway entrance under this contract.*
  - (e) The Purchaser will assume the responsibility for stabilizing against erosion on used forest roads and trails according to the Water Quality BMP Handbook.
- (3) The location of any landings, logging deck areas and stream crossings will be approved by the Department prior to development.
- (4) The Purchaser agrees to exercise the utmost care and caution to prevent the inception and spread of forest fires on the area for sale and on adjoining areas. The Purchaser further agrees to observe and comply with all the forest fire laws of the State of Virginia which may be applicable. The Purchaser will be held liable for costs associated with controlling any fire caused by the harvest operation or for fire damage to residual trees and adjacent forest stands.

#### **ARTICLE IV**

- (1) The Department reserves the right to postpone timber removal under terms of this contract for gross noncompliance with the agreed upon provisions herein, to the extent, however, that in case of dispute over the terms of this agreement, the Department and the Purchaser agree to accept the decision of an arbitration board of three selected persons. Each of the contracting persons will select one person and the two selected will select a third to form this board. In the event a satisfactory decision is not reached, appeal to the local Circuit Court is available.

#### **ARTICLE V**

- (1) The Purchaser's signature on the face of this bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material and is in all respects, fair and without collusion or fraud. The Purchaser understands that collusive bidding is a violation of the Virginia Governmental Fraud Act and

federal law and can result in fines, prison sentences, and civil damage awards. The Purchaser agrees to abide by all conditions of this bid/proposal.

(2) The Purchaser, and all solicitations and advertisements for employees placed by or on behalf of the Purchaser, will state that such Purchaser is an equal opportunity employer.

(a) The Purchaser will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Purchaser.

(b) The Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

(3) DRUG FREE WORKPLACE: The Purchaser acknowledges and certifies that it understands that the following acts by the Purchaser, its employees, and/or agents performing services on state property are prohibited:

(a) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

(b) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Purchaser further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

(4) The Purchaser certifies and warrants that by his signature on the face of this bid he has neither offered nor received any kickbacks from any other bidder in connection with his bid on this solicitation. A kickback is defined as an inducement for the award of a contract, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

(5) No bidder shall confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(6) The Purchaser shall indemnify, and hold harmless the Commonwealth of Virginia, its offices, agents and employees from any claims, suits, liability or damage arising from or caused by negligence on the part of the Purchaser in harvesting the pulpwood herein conveyed.

(7) This contract may not be assigned, sublet or transferred without the written consent of the Department.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
TELEPHONE NUMBER

Approved at Charlottesville, VA under the above conditions \_\_\_\_\_, 2013

\_\_\_\_\_  
DIRECTOR OF STATE LANDS